

Exhibit _____

WestRock A

Date 7/24/2024

From: Nickie Parker
Sent: Tuesday, September 20, 2022 4:57 PM
To: Marshall Krinsky
Cc: Carrie Robards; David Steel
Subject: Notice and Acknowledgement of Pay Rate
Attachments: LS57 Form - Notice and Acknowledgment of Pay Rate and Payday (Marshall Krinsky).pdf

Marshall,

As we discussed today, WestRock will be reducing your annual commission amount. Effective October 1, 2022, your new commission amount will be a maximum of \$58,000 for Fiscal Year ("FY") 2023. FY2023 will end on September 30, 2023. Your maximum commission amount will remain in effect until further notice.

As we also discussed, WestRock will be increasing your annual base salary amount. Effective on October 1, 2022, your annual base salary will be \$145,000. Your annual base salary amount will remain in effect until further notice.

Please find attached an updated New York State wage notice form, which reflects the change to your commission amount. Please sign and return the form to Area HR Manager Carrie Robards at carrie.robards@westrock.com. Carrie is copied on this email. Let us know if you have any questions.

Regards,

Nickie

Nickie Parker
SVP Merchandising Displays & Graphics Solutions



1000 Abernathy Road NE | Atlanta, Georgia 30328

nickie.parker@westrock.com | www.westrock.com

1. Employer Information

Name: WestRock Services, LLC

Doing Business As (DBA) Name(s):

FEIN (optional):

Physical Address:

1000 Abernathy Road, NE
Atlanta, GA 30328

Mailing Address:

Same as above.

Phone: (770) 448-2193

2. Notice given:

- ☐ At hiring
☒ Before a change in pay rate(s), allowances claimed or payday

3. Regular payday:

15th and 30th of each month

4. Employee's Pay Rate:

\$56,000 (max commission) FY2023 (plus \$145,000 salary)

Specify the basis for the rate paid, i.e. salary for varying hours, day rate, etc.

Employers may not pay a non-hourly rate to a non-exempt employee in the Hospitality Industry, except for commissioned salespeople.

5. Allowances taken:

- ☒ None
☐ Tips _____ per hour
☐ Meals _____ per meal
☐ Lodging _____
☐ Other _____

6. Pay is:

- ☐ Weekly
☒ Bi-weekly
☐ Other _____

7. Overtime Pay Rate:

In most cases the overtime rate will be 1½ times the regular rate of pay for the week. The regular rate of pay is the total weekly pay divided by the hours worked in the week.

In most cases, it is illegal to pay a fixed weekly rate for varying hours worked over 40 per week. The Department of Labor strongly discourages weekly rates for non-exempt employees, since underpayments often result.

8. Employee Acknowledgement:

On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.

Check one:

- ☒ I have been given this pay notice in English because it is my primary language.

☐

My primary language is _____
 I have been given this pay notice in English only, because the Department of Labor does not yet offer a pay notice form in my primary language.

Marshall Krinsky

Print Employee's Name

Employee's Signature

Date

Carrie Robards, Area HR Manager

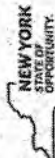
Preparer's Name and Title

The employee must receive a signed copy of this form. The employer must keep the original for 6 years.

Please note: It is unlawful for an employee to be paid less than an employee of the opposite sex for equal work. Employers also may not prohibit employees from discussing wages with their co-workers.

Confidential

WESTROCK 0148

NEW YORK
STATE OF
OPPORTUNITY

Notice and Acknowledgement of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for Employees Paid Salary for Varying Hours, Day Rate, Piece Rate, Flat Rate or Other Non-Hourly Pay

1. Employer Information Name: WestRock Services, LLC	
Doing Business As (DBA) Name(s):	
FEIN (optional):	Physical Address: 1000 Abernathy Road, NE Atlanta, GA 30328 Mailing Address: Same as above.
Phone: (770) 448-2193	

4. Employee's Pay Rate:
 \$8,000 (max commission) FY2023 (plus \$145,000 salary)
 Specify the basis for the rate paid, i.e. salary for
 varying hours, day rate, etc.

Employers may not pay a non-hourly rate to
 a non-exempt employee in the Hospitality
 Industry, except for commissioned
 salespeople.

5. Allowances taken:

☒ None
☐ Tips _____ per hour
☐ Meals _____ per meal
☐ Lodging _____
☐ Other _____

6. Pay is:

☐ Weekly
☒ Bi-weekly
☐ Other

7. Overtime Pay Rate:

In most cases the overtime rate will be 1½
 times the regular rate of pay for the week.
 The regular rate of pay is the total weekly
 pay divided by the hours worked in the
 week.

In most cases, it is illegal to pay a fixed
 weekly rate for varying hours worked over
 40 per week. The Department of Labor
 strongly discourages weekly rates for non-
 exempt employees, since underpayments
 often result.

2. Notice given:

☐ At hiring
☒ Before a change in pay rate(s),
 allowances claimed or payday

3. Regular payday:

15th and 30th of each month

8. Employee Acknowledgement:

On this day, I received notice of my pay
 rate, overtime rate (if eligible), allowances,
 and designated payday. I told my employer
 what my primary language is.

Check one:

☒ I have been given this pay notice in
 English because it is my primary language.

☐

My primary language is _____
 I have been given this pay notice in English
 only, because the Department of Labor does
 not yet offer a pay notice form in my primary
 language.

Marshall Krinsky

Print Employee's Name

Employee's Signature

Date

10/1/22

Carrie Robards, Area HR Manager

Preparer's Name and Title

The employee must receive a signed
 copy of this form. The employer must
 keep the original for 6 years.

Please note: It is unlawful for an employee
 to be paid less than an employee of the
 opposite sex for equal work. Employers also
 may not prohibit employees from discussing
 wages with their co-workers.

LS 57 (01/17)

Target and Weighting of Plan Measures

Below each Plan Measure is shown as a percentage of the Target Award and as a percentage of Salary.

FY23 Plan Measures:

GSDM	Annual Salary Annual Bonus	FY23 Preprint Budget			Preprint Incentive Payout Levels			
		Base	New Business	Total Preprint	Incentive Attainment Level	Incentive %	Incentive Roll Count	Potential Incentive Payout
Marshall Krinsky	\$145,000	1032	273	1305	At Target	10%	1305	\$14,500
20% Target =>	\$29,000				150%	15%	1442	\$21,750
					200%	20%	1510	\$29,000

FY23 Lithography Budget	Litho Incentive Payout Levels			
	Incentive Attainment Level	Incentive %	Incentive Litho Sales	Potential Incentive Payout
\$5,475,000	At Target	5%	\$2,525,000	\$7,250
	150%	10%	\$3,156,250	\$14,500
	200%	15%	\$3,787,500	\$21,750

Performance to Goals Levels		
Incentive Attainment Level	Incentive %	Potential Incentive Payout
20%	1%	\$1,450
60%	3%	\$4,350
At Target	5%	\$7,250
At Target Earnings =>		\$29,000
Maximum Earnings =>		\$58,000
*No proration between intervals		

I have read this sales compensation plan in its entirety and acknowledge that it will be the governing documentation regarding all incentive earnings for which I may be eligible in the Plan year. I understand that this document does not imply a guarantee of employment for this period. I understand that under the terms of this Plan, WestRock reserves the right to modify the Plan.

Employee Signature: _____

Date: _____

FY23 Graphics Solutions Business Manager Plan - Confidential



**UNITED STATES - GRAPHICS SOLUTIONS
BUSINESS MANAGER BONUS PLAN TERMS AND CONDITIONS**

1. Purpose and Background

The purpose of the Bonus Plan is to provide eligible employees with the opportunity to earn a bonus payment over and above wage and benefit compensation in recognition of achievement of specific performance objectives over a specified period.

2. Effective Date of the Plan

The Plan is effective from October 1, 2022 until at such time the Plan is amended or terminated, in writing by the Company.

3. Definitions and Terms

- **"Company"** refers to WestRock Company and its subsidiaries and affiliates.
- **"WestRock"** refers to WestRock Company and its subsidiaries and affiliates.
- **"Employee(s)"** refers to those persons who are actively employed by any subsidiary or affiliate of WestRock Company.
- **"Eligible Employee(s)"** refers to those persons who are actively employed in the Graphics Solutions Business Manager (GSBM) position.
- **"Fiscal Year" or "Year"** refers to WestRock's Fiscal Year, which is October 1st through September 30th.
- **"Plan"** refers to the Graphics Solutions Business Manager (GSBM) Bonus Plan detailed herein.
- **"Prior Year"** refers to the Fiscal Year immediately preceding the Fiscal Year in which performance is being measured.
- **"At Target Award"** is the payout level for Target Performance, measured by a designated percentage of salary.
- **"Maximum Award"** is the maximum payout under the Plan, which is awarded for Maximum Performance or better, measured by a designated percentage of salary.
- **"Target Performance"** is the performance level required to receive target payout under the Plan for a given measure.
- **"Maximum Performance"** is the performance level required to receive the maximum payout under the Plan for a given measure. Performance exceeding Maximum Performance will yield the Maximum Award Level.



- **"Plan Measures" or "Measures"** refers to the specific areas of achievement under which payout can be earned under the Plan.
- **"Weighting" or "Weight"** describes the percentage of the total Target Award aligned to a given Measure.
- **"Salary"** is the base salary or annual rate of pay in effect as of September 30 of the Performance Period.

4. Award Opportunity

Eligible Employees can earn a one-time bonus payment determined as a percentage of the Eligible Employee's Salary (the "Bonus Payment") if their performance results meet certain defined performance measures as described below ("Plan Measures"). Refer to Exhibit 1 for details. The amount of the Bonus Payment, if any, is dependent on each Eligible Employee's performance based on Plan Measures.

5. Performance Period

Performance under the Plan is measured based on the Company's Fiscal Year, specifically October 1 through September 30 ("Performance Period"). A Bonus Payment, if any, for the Performance Period shall be awarded within sixty (60) days of the end of the Performance Period.

6. Eligibility and Vesting

Employees who are eligible to participate in this Plan ("Eligible Employees") must meet all of the following requirements:

- a) Be an active WestRock employee,
- b) Work in the United States,
- c) Be classified as full-time,
- d) Be part of the Graphic Solution Sales group

Because the Plan rewards longevity and loyalty as well as performance, no Bonus Payment shall vest until the last business day of the Performance Period. Eligible Employees must be actively employed as part of the Graphic Solutions Sales Group on the last business day of the Performance Period (September 30th) to earn a Bonus Payment. An Eligible Employee who terminates employment during the Performance Period for any reason (whether involuntary or voluntary) prior to September 30 will not be entitled to any portion of any Bonus Payment that may be awarded for the Performance Period.

7. Plan Measures

Performance under the Plan is based on the following Plan Measures:

- 1) **Volume** as measured in performance against budget for Preprint and Lithography sales during the Performance Period.
- 2) **Performance to Goals** as measured annually by your manager.



8. Performance Metrics

WestRock Graphic Solutions Sales Management and WestRock Total Rewards, in their sole discretion, shall establish Performance Metrics and Weightings for each Plan Measures. Plan Measures, Performance Metrics and Weightings shall be distributed to Eligible Employees prior to each applicable Performance Period or upon entry to the Plan as an Eligible Employee. Plan Measures, Performance Metrics, and Weightings are attached as Exhibit 1. Performance falling below the minimum Threshold Performance in any Plan Measure shall yield no payout (\$0) for that Plan Measure.

9. Administration

WestRock Graphic Solutions Sales Management and WestRock Total Rewards, in their sole discretion, may adjust Performance Metrics during the Performance Period for any reason and at any time.

Any proposed payment is subject to the approval of WestRock Graphic Solutions Sales Management and WestRock Total Rewards. WestRock Graphic Solutions Sales Management and WestRock Total Rewards may adjust calculated Payout amounts.

10. Account Assignments and Reassignment of Accounts

The Company at its sole discretion may: (i) assign or reassign any account to any GSBM at any time; and (ii) determine that accounts are or are not eligible for the Plan. If a GSBM disputes an account assignment or reassignment or disputes which accounts are eligible for the Plan, the GSBM will notify his or her Manager about the dispute in writing within thirty (30) days of becoming aware of the issue. The Manager shall respond in writing within thirty (30) days. Any dispute that is not resolved between the GSBM and his or her Manager must be submitted in writing by the GSBM within thirty (30) days to the Head of the Graphic Solutions Sales group for resolution. The Head of the Graphic Solutions Sales group, in his or her sole and absolute discretion and judgment, will decide the disputed issue(s) consistent with this Plan and provide a written response within sixty (60) days.

11. Interpretation; Dispute Resolution

Eligible Employees have a duty to review Bonus Payments, Plan Measures, and Performance Measurements in a timely manner. In the event of a disagreement or dispute regarding any part of this Plan, including but not limited to: interpretation of any part of the Plan, the specific sales transactions which may or may not be bonus eligible, calculations of bonus measure payouts, the calculations contained herein, or any other issue; the Eligible Employee must submit any and all disagreements to the Head of the Graphic Solutions Sales group in writing within sixty (60) days for resolution. The Head of the Graphic Solutions Sales group, in his or her sole and absolute discretion and judgment, will decide the disputed issue(s) consistent with this Plan and provide a written response within sixty (60) days.



12. Pro Rata Payments

a) New Hires or Job Changes

Employees who become eligible for the Plan due to hiring or a change in job or status on or before August 31 of the applicable Performance Period may be eligible to receive a pro-rated Bonus Payment under this Plan so long as they are an Eligible Employee on September 30 of the applicable Performance Period. A pro-rated Bonus Payment will be based on achievements under the applicable Performance Metrics for the Performance Period and paid as a percentage of the number of days worked as an Eligible Employee during the Performance Period. Employees who become Eligible Employees as a result of hiring or changes in job or status that occur after August 31st of the Performance Period will not be entitled to any Bonus Payment under the Plan. If an employee accepts a promotion out of the GSBM role and into another position with the Company during the Performance Period, the Company has the discretion to award a pro-rata Bonus Payment to the employee after the end of the Fiscal Year based on work done as a GSBM during the Performance Period. Any such payment will be based on achievements under the applicable Performance Metrics for the Performance Period and paid as a percentage of the number of days worked as an Eligible Employee during the Performance Period.

b) Leaves of absence

Eligible Employees who take approved Company leave (paid or unpaid) during any Performance Period shall be eligible for a pro-rated Bonus Payment based on achievement under the applicable Performance Metrics for the Performance Period, paid as percentage of the number of days worked as an Eligible Employee during the Performance Period, so long as the Employee is an Eligible Employee on September 30 of the applicable Performance Period.

13. General Provisions

a) Tax Considerations and Withholding

Incentive payments under the Bonus Plan are treated as wages subject to all applicable withholdings and deductions.

b) Data Privacy

The Company will treat employee data in a confidential manner and in compliance with applicable policies and laws. As a condition of participation in the Plan, Eligible Employees consent to the collection, use and transfer, in electronic or other form, of personal data as described herein for the purpose of implementing, administering and managing participation in the Plan. Participants agree that the Company and its subsidiary, the employer, hold certain personal information about the participant, including but not limited to: name, mailing address, telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, job performance information, and details of all compensation ("Data"), for the purpose of implementing, administering and managing the Bonus Plan. Participants agree that Data will be collected, used and transferred to third parties assisting in the implementation, administration and management of the Bonus Plan, and that some of the recipients of the Data are located in the United States, including those at the Company's U.S. headquarters in Atlanta, Georgia, and may have different data privacy laws and protections than the participant's home country. Participants agree that the Company and any other data recipients who may assist the Company (presently or in the future) will receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing participation in the Bonus Plan.



c) *No Employment Guarantee / At-Will Employment Relationship*

The Plan does not, and the Company policies and practices in administering this Plan will not, constitute a contract or other agreement concerning the duration of any GSBM's employment with the Company. Payment of an annual incentive award under this Bonus Plan does not create any implied, express or contractual agreement of employment or continued employment of any employee. The employment relationship of each GSBM and the Company continues to be "at will" and may be terminated at any time by the Company or by the GSBM with or without cause and with or without notice, subject to applicable local and state laws.

d) *Entire Agreement*

This Plan constitutes the entire agreement between the parties relating to the subject matter of the GSBM Bonus Plan any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written, regarding the subject matter herein. No amendment to this Plan shall be binding to either party unless such amendment is in writing and is executed by an authorized representative of the Company.

e) *Waiver*

The waiver by the Company of any breach of any provisions of this Agreement by the GSBM shall not operate or be construed as a waiver of any subsequent breach by the GSBM.

f) *Severability*

If any term, provision, or condition of this Agreement is held to be invalid or unenforceable, the unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such unenforceability shall remain in full force and effect.

g) *Modification of Plan*

The Company reserves the right to revise, modify or terminate this Plan at any time in its discretion. This Plan can only be revised, modified, or terminated in writing by the Company. If there are modifications to this Plan or this Plan is terminated, all affected GSBMs will be notified in writing. A modified Plan shall take effect on the date indicated with respect to the modification. The opportunity to earn a Bonus Payment under any predecessor Plan or preceding version of the Plan shall cease on the effective date of the modified Plan or upon termination of the Plan as communicated by the Company.

h) *Governing Law*

This Plan shall be construed according to the laws of the State of Georgia to the extent permitted by state or local law. Any dispute or disagreement which may arise from the interpretation, performance or breach of this Agreement will be subject to enforcement and interpretation solely in the federal and state courts of the State of Georgia, to the extent permitted by state or local law. In the event that local law so requires, the law of the state where the GSBM primarily works and resides will apply rather than the laws of the State of Georgia; furthermore, where local law so requires, legal claims may be enforced in a court of competent jurisdiction in the state where the GSBM primarily works and resides. GSBM's are required to exhaust the administrative remedies provided in this Agreement prior to initiating any proceeding in any state or federal court.



Exhibit 1: Performance Metrics FY23

Target and Weighting of Plan Measures

Below each Plan Measure is shown as a percentage of the Target Award and as a percentage of Salary.

FY23 Plan Measures:

GSBM	Annual Salary Annual Bonus	FY23 Preprint Budget			Preprint Incentive Payout Levels			
		Base	New Business	Total Preprint	Incentive Attainment Level	Incentive %	Incentive Roll Count	Potential Incentive Payout
Marshall Krinsky	\$145,000	1032	273	1305	At Target	10%	1305	\$14,500
20% Target =>	\$29,000				150%	15%	1442	\$21,750
					200%	20%	1510	\$29,000
				FY23 Lithography Budget	Litho Incentive Payout Levels			
				Target	Incentive Attainment Level	Incentive %	Incentive Litho Sales	Potential Incentive Payout
				\$5,475,000	At Target	5%	\$2,525,000	\$7,250
					150%	10%	\$3,156,250	\$14,500
					200%	15%	\$3,787,500	\$21,750
				Performance to Goals Levels				
					Incentive Attainment Level	Incentive %	Potential Incentive Payout	
					20%	1%	\$1,450	
					60%	3%	\$4,350	
					At Target	5%	\$7,250	
				At Target Earnings => \$29,000				
				Maximum Earnings => \$58,000				
				*No proration between intervals				

I have read this sales compensation plan in its entirety and acknowledge that it will be the governing documentation regarding all incentive earnings for which I may be eligible in the Plan year. I understand that this document does not imply a guarantee of employment for this period. I understand that under the terms of this Plan, WestRock reserves the right to modify the Plan.

Employee Signature: _____

Date: _____

Target and Weighting of Plan Measures

Below each Plan Measure is shown as a percentage of the Target Award and as a percentage of Salary.

FY23 Plan Measures:

GSBM	Annual Salary Annual Bonus	FY23 Preprint Budget			Preprint Incentive Payout Levels			
		Base	New Business	Total Preprint	Incentive Attainment Level	Incentive %	Incentive Roll Count	Potential Incentive Payout
Marshall Krinsky	\$145,000	1032	273	1305	At Target	10%	1305	\$14,500
20% Target =>	\$29,000				150%	15%	1442	\$21,750
					200%	20%	1510	\$29,000

FY23 Lithography Budget		Litho Incentive Payout Levels			
Target		Incentive Attainment Level	Incentive %	Incentive Litho Sales	Potential Incentive Payout
\$5,475,000	At Target		5%	\$2,525,000	\$7,250
	150%		10%	\$3,156,250	\$14,500
	200%		15%	\$3,787,500	\$21,750

Performance to Goals Levels		
Incentive Attainment Level	Incentive %	Potential Incentive Payout
20%	1%	\$1,450
60%	3%	\$4,350
At Target	5%	\$7,250
At Target Earnings =>		\$29,000
Maximum Earnings =>		\$58,000
*No proration between intervals		

I have read this sales compensation plan in its entirety and acknowledge that it will be the governing documentation regarding all incentive earnings for which I may be eligible in the Plan year. I understand that this document does not imply a guarantee of employment for this period. I understand that under the terms of this Plan, WestRock reserves the right to modify the Plan.

Employee Signature: _____

Date: _____

FY23 Graphics Solutions Business Manager Plan - Confidential